

Minnesota Multistate Contracting Alliance for Pharmacy Facility Membership Application

Return this completed form, along with the Facility Membership Agreement, to your State Contact for authorization. (A list of State Contacts may be found at www.mmcap.org, click on "What is MMCAP," then on "State Contacts.") The State Contact will then forward the authorized form to the MMCAP office for processing.

Type or print clearly

1. Complete Facility Name: _____
2. Complete "Bill to" Street Address: _____
City: _____ State: _____ ZIP: _____
3. Complete "Ship to" Street Address, if different: _____
City: _____ State: _____ ZIP: _____
4. The specific statutory authority under which this facility **may purchase goods and services from its state's contracts** is: _____ (ex: Minn. Stat. § 471.59).
Attach a hard copy of this statute; otherwise, MMCAP will not approve the application.
5. DEA Number, if applicable (required for prescription drugs): _____
6. Health Industry Number (HIN), if known: _____
If needed, MMCAP will assist in obtaining this number when the application is processed. Indicate need for assistance on line above.
7. Facility's State Pharmacy License Number, if applicable: _____
8. 340b (PHS) Eligible: Yes _____ No _____
The 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal funding.
9. Number of Beds, if applicable: _____
10. Annual Prescriptions Filled, if applicable: _____
11. Annual Clinic Visits, if applicable: _____
12. What is the primary purpose of your facility? (Check all that apply)

<input type="checkbox"/> Hospital	<input type="checkbox"/> Correctional
<input type="checkbox"/> Clinic	<input type="checkbox"/> Nursing Home
<input type="checkbox"/> Mental Health	<input type="checkbox"/> Developmental Disability
<input type="checkbox"/> Student Health	<input type="checkbox"/> Purchasing/Business Office
<input type="checkbox"/> Public Health	<input type="checkbox"/> Public Safety (Fire, Police, EMT)
13. What MMCAP contracts does your facility intend to use?
A. Check all that apply.

<input type="checkbox"/> Distributor (also complete box B. below)	<input type="checkbox"/> Prescription Filling Service Program
<input type="checkbox"/> Medical/Hospital Supplies Program	<input type="checkbox"/> Influenza Vaccine Program
<input type="checkbox"/> Dental Supplies Program	<input type="checkbox"/> Student Health Oral Contraceptives Program
<input type="checkbox"/> Patient Assistance Program (indigent patient reimbursement software)	<input type="checkbox"/> Returned Goods Processing Program

B. If you checked Distributor, from Box A above, what type of products will you purchase?

Check all that apply.

- | | |
|---|--|
| <input type="checkbox"/> Prescription Drugs (other than vaccines) | <input type="checkbox"/> Vaccines (other than influenza) |
| <input type="checkbox"/> Nutritional | <input type="checkbox"/> Over-the-counter for "Own Use" |

14. What type of care does your facility provide? (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Trauma/Emergency | <input type="checkbox"/> Acute Care |
| <input type="checkbox"/> Health Service | <input type="checkbox"/> Public/Community Nursing |
| <input type="checkbox"/> Long Term Care (LTC) | <input type="checkbox"/> Medical School |
| <input type="checkbox"/> LTC- Skilled Nursing | <input type="checkbox"/> Veterinary |
| <input type="checkbox"/> LTC-Veterans | <input type="checkbox"/> Research/Training |
| <input type="checkbox"/> Detoxification | <input type="checkbox"/> No Care Provided |

15. What governmental agency oversees your facility? (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Federal | <input type="checkbox"/> Higher Education |
| <input type="checkbox"/> State | <input type="checkbox"/> Municipal (city, township) |
| <input type="checkbox"/> State Procurement Office | <input type="checkbox"/> County/Parish |
| <input type="checkbox"/> Private – For Profit | <input type="checkbox"/> Private – Non Profit |

16. Designated Facility MMCAP contact person: _____

17. Title: _____ Phone: _____ Fax: _____

18. E-mail Address: _____

19. Alternate Facility MMCAP contact person: _____

20. Title: _____ Phone: _____ Fax: _____

21. E-mail Address: _____

22. Purchasing contact person for MMCAP: _____

23. Title: _____ Phone: _____ Fax: _____

24. E-mail Address: _____

The information above is true and correct.

Signed: _____ Date: _____
Facility Representative

Signed: _____ Date: _____
MMCAP State Contact

Office of State Purchasing Fax No: 225-342-8688

MMCAP FACILITY MEMBERSHIP AGREEMENT

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of Minnesota Multi-State Contracting Alliance for Pharmacy (“MMCAP”) and

Facility’s Complete Legal Name (include full address with city, state, and zip code)

(“Participating Facility”).

MMCAP is a free, voluntary group purchasing organization for government-run health care facilities and is operated and managed by the Materials Management Division of the State of Minnesota's Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts. Participation in MMCAP is limited to facilities, within a participating member state, with statutory authority to purchase commodities from its state’s contracts.

This Agreement is required by, 42 C.F.R. § 1001.952(j), additionally, the State of Minnesota is empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, subd. 10.

1 Term of Agreement and Cancellation

This Agreement will be effective upon the date it is fully executed by all parties; and will remain in effect until cancelled by MMCAP or the Participating Facility. Either party may cancel this Agreement, any time, with or without cause, upon 30 days’ written notice to the other party.

2 Participating Facility

The Participating Facility:

- A. Certifies it has statutory authority under which it may purchase goods and services from its state’s contracts.
- B. Must comply with all laws, rules, and regulations governing government purchasing of pharmaceuticals and related products and services when utilizing MMCAP contracts and programs.
- C. Must operate within the boundaries established by Robinson-Patman (15 U.S.C. 13 (a)), *Abbott Labs v. Portland Retail Druggists* (425 U.S. 1(1976)) and *Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs* (460 U.S. 150 (1983)) (known as “own use” requirements), excluding products purchased under the Prescription Filling Service Program. If there are any questions about the propriety of the use of products, the Participating Facility will obtain an opinion from its legal counsel and notify MMCAP of the decision.
- D. Must comply with the terms and conditions of the applicable MMCAP vendor contracts, found in the MMCAP Catalog at www.mmcap.org.
- E. Must use the MMCAP-contracted wholesaler selected by the home state of the Participating Facility when obtaining pharmaceuticals; except those products that are “direct only” as noted in the MMCAP Catalog.
- F. Should endeavor, where practical, to purchase its goods and services from MMCAP contracts.
- G. Must update MMCAP regarding changes to the Participating Facility's contact person.
- H. Must promptly pay MMCAP-contracted wholesalers or vendors for all products or services purchased. MMCAP does not assume any responsibility for the accountability of funds expended by the Participating Facility.
- I. Will be inactivated from MMCAP membership if there is no participation for 18 consecutive months.

3 MMCAP

MMCAP will:

- A. Select commodities or services for cooperative contracting.
- B. Contract with Product vendors according to Minnesota law.
- C. Provide copies of contract documents.
- D. Maintain vendor performance records.

- E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Participating Facility.
- F. Provide information via the Internet to the Participating Facility regarding Products.
- G. Distribute any unused Administrative Fees collected from MMCAP-contracted vendors.

4 Administrative Fee

The MMCAP Manager may, pursuant to contract terms and conditions, require the contracted vendors (not Participating Facilities) to pay an administrative fee. The fee, not more than three percent, will be based on a percentage of sales made by the individual contracted vendor. Fees will be collected by the MMCAP office and used to pay for the administrative costs incurred in the operation of MMCAP as approved by the MMCAP Manager. At the end of the contract year, any remaining balance of funds will be returned to active participating facilities by means of a credit to their wholesaler account or prescription filling services vendor, in an amount proportional to the individual facility's contract purchases via the contracted wholesaler(s) or prescription filling service provider.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. The Participating Facility may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 Waiver. If MMCAP fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

6 Liability

The Participating Facility will indemnify, save, and hold the MMCAP, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MMCAP or the State of Minnesota, arising from the performance of this Agreement by the Participating Facility or the Participating Facility's agents or employees. MMCAP's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable laws.

7 Jurisdiction and Venue

This Agreement will be governed by the laws of the State of Minnesota. Venue for all legal proceedings between the State of Minnesota and the Participating Facility arising out of this Agreement shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota

8 State Audits

As mandated by Minn. Stat. § 16C.05, subd. 5, "the books, records, documents and accounting procedures and practices of the [Participating Facility] relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor" for a minimum period of six years after the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have signed this MMCAP Facility Membership Agreement on their behalf intending to be bound thereby.

Participating Facility:

By _____

Title _____

Date _____

State of Minnesota, through its

Commissioner of Administration on behalf of MMCAP:

By _____

Title _____

Date _____

Commissioner of Administration,

as delegated to the Materials Management Division:

By _____

Date _____

Louisiana Revised Statute 39:1702

SUBPART B. COOPERATIVE PURCHASING

§1702. Cooperative purchasing authorized; participation in federal General Services Administration vendor list

A.(1) Any public procurement unit may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the acquisition of any supplies, services, major repairs, or construction with one or more public procurement units or external procurement activities or one or more private procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include but is not limited to joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts which are made available to local public procurement units.

(2) Any public procurement unit may procure materials, supplies, and equipment from federal General Services Administration supply schedules in accordance with rules and regulations which may be adopted by the central purchasing agency of the division of administration. Such purchases need not comply with the competitive bidding requirements of this Chapter. However, such materials, supplies, or equipment shall not be purchased at a price higher than the price of the same item listed on any available state purchasing contract.

(3) Any public procurement unit may procure materials, supplies, equipment, and services related to homeland security from federal General Services Administration supply schedules. Such purchases shall:

(a) Utilize a Louisiana distributor.

(b) Use the competitive ordering procedures of the federal General Services Administration.

(c) Receive prior approval from the director of the State Office of Homeland Security and Emergency Preparedness, or his designee.

B.(1) A private procurement unit acquiring supplies through cooperative purchasing shall acquire such supplies for its own use and not for the purpose of resale in competition with private enterprise.

(2) A private procurement unit shall certify to the vendor with each order that the supplies covered thereby are to be acquired for its own use and not for the purpose of resale in competition with private enterprise and shall provide a copy of such certification to the Central Purchasing Agency within the Division of Administration.

(3) Upon certification by the Commissioner of Administration that the purchase of one or more types of supplies by a private procurement unit under this Section may adversely affect the interests of the state by impeding the ability of the Division of Administration to attract responsible bidders for such supplies, the governor shall have the authority to limit or eliminate the right of a private procurement unit to purchase such types of supplies to the extent necessary to eliminate the adverse affect on the state.

C. No use shall be made of federal General Services Administration supply schedules under the provisions of this Section without the participation of a Louisiana licensed dealer or distributor.

Added by Acts 1979, No. 715, §1, eff. July 1, 1980. Acts 1984, No. 922, §1; Acts 1995, No. 1255, §2; Acts 2001, No. 868, §1, eff. June 26, 2001; Acts 2003, No. 575, §2, eff. June 27, 2003.